

Exhibit 6

License Summary - CAS SCIFINDER SCHOLAR LICENSE AGREEMENT

1. DEFINITIONS.

These words have the following meanings:

A. Academic Research. Educational research done in the usual course in the pursuit of a degree, instructional (i.e., educational and training) use in a classroom setting; or research by faculty and students which is funded by the government or non-profit research foundations and intended for publication in the publicly available literature; provided, however, that to qualify as Academic Research, the research must not involve patentability searching.

B. Administrative Contact. An Authorized User designated by UNIVERSITY as the primary point of contact with CAS for all Agreement matters.

C. Authorized User. A current faculty or administrative staff member, or officially registered student of a Member, including part-time, post-doctoral and visiting students, located at a named Member Site, for whom a Member has provided access to an Authorized I.P. Address for use of SciFinder Scholar.

D. Authorized I.P. Address. An Internet Protocol address(es) at a Member Site, in a form acceptable to CAS, designated by the Member to be associated with a SciFinder Scholar loginid.

E. Commercial Research. Research other than Academic Research; for example, research performed under a funding or consultant contract with the intention of delivering results to a for-profit organization, or patentability research.

F. Concurrent User. Represents one connection to the CAS server for the SciFinder Scholar product. The number of concurrent users refers to the number of possible simultaneous connections to the CAS server.

G. Full Access. Twenty-four hour a day availability of SciFinder Scholar. Access is available at any time except for routine, scheduled "downtimes" for system maintenance.

H. Key Contact. An Authorized User designated by each Member as the primary point of contact for local support and administration of SciFinder Scholar.

I. Loginid Activation. An action taken by CAS following UNIVERSITY's or a Member's request which readies a SciFinder Scholar loginid for use.

J. Member. A Campus which is a member of the UNIVERSITY. Participating Members are identified in Exhibit 1.

K. Offpeak Access. Availability of SciFinder Scholar limited to the hours shown in Exhibit 2 (not Full Access).

L. Permitted Data Use. The uses of CAS data which are permitted by CAS, as follows:

Authorized Users may make use of CAS data obtained as a result of SciFinder Scholar searches in the ordinary course of Academic Research and may store search results in electronic form, provided that at any one time, no more than 5,000 records are stored by an Authorized User. Authorized Users are permitted to search only for themselves and may share their search results in a reasonable, limited way with other UNIVERSITY students or faculty working on the same research project; provided, however, that any such sharing may not result in an aggregation of the electronic records stored by individual Authorized Users, nor in the creation of any central source of electronic records. If not in violation of this or any other data use provision of this Agreement, UNIVERSITY may share CAS data outside UNIVERSITY in conformance with UNIVERSITY policies governing access to research information. Typical examples of these UNIVERSITY policies are: 1. Including some bibliographic citations and other data items derived from a database in published articles; 2. Presentation of research findings at a conference, in a working paper or pre-print, or similar forum provided that the subject matter is not CAS techniques, databases or processes; and 3. Sharing research information on request with another researcher or research agency wishing to examine UNIVERSITY's research activity or replicate a particular experiment, provided this information is not shared in the fulfillment of a contractual or "work for hire" obligation. Stored records must be deleted when they are no longer needed by the Authorized User for the relevant research project, or after the completion of Authorized User's degree program, whichever occurs first. Under no circumstances may CAS data be used for any other purpose, including but not limited to distribution of data by assignment, sale, sublicense, loan or other means of transfer to any other Member, any third party, and any

commercial use, whether paid or unpaid. Any use beyond the limited use described herein, requires the advance written permission of CAS.

M. SciFinder Scholar. Release 3.0 of the CAS product designed for academic scientific research consisting of client/server software which provides access to ACS-owned and proprietary databases that include the world's largest collection of chemistry information residing on the CAS server, utilizing a CAS-designed graphical user interface. SciFinder Scholar includes SSM when SSM is ordered by UNIVERSITY.

N. SciFinder Substructure Module (SSM). An optional add-on module to SciFinder Scholar consisting of functionality that enables substructure searching of the CAS REGISTRY File data available through SciFinder Scholar. CAS may offer additional substructure search add-ons to SciFinder Scholar which are not covered initially under this Agreement, e.g., additional data for functionality.

O. Site. All Member facilities located within a named Campus.

2. LICENSE.

CAS grants UNIVERSITY a non-exclusive, Site-specific license for its Authorized Users to use SciFinder Scholar and the CAS data that Authorized Users search and retrieve using SciFinder Scholar with the following limits:

A. Site: This license is specific to the Member Sites listed in Exhibit 1.

B. I.P. Addresses: Each Member must report to CAS all Authorized I.P. Address information, by Site, in Exhibit 1, and may use SciFinder Scholar only through its respective Authorized I.P. Addresses listed in Exhibit 1. To qualify for use under this Agreement, these I.P. Addresses must be unique to a Member. When temporarily at locations other than the Site, Authorized Users may connect via telephone lines (dial-in access) through Authorized I.P. Addresses to use SciFinder Scholar.

C. Security: Each Member will use reasonable efforts to ensure that only Authorized Users have access to SciFinder Scholar. Each Member must provide network-wide system security such that all Authorized Users must be required to prove their authorized status prior to each instance of downloading the SciFinder Scholar software from a Member's ftp site and prior to each instance of connecting to the Member network via telephone dial-up to access SciFinder Scholar. If, in addition, a Member's campus network security protocols will support password-protection for every SciFinder Scholar program launch (i.e., every use of SciFinder Scholar), the Member agrees to implement this.

D. Public Access and Library Terminals: UNIVERSITY acknowledges that the SciFinder Scholar product is not intended to support any use other than that by Authorized Users. CAS acknowledges that a Member may be unable to segregate public or library computer terminals from the rest of the Member network, and that while not permitted, occasional walk-in, public use of SciFinder Scholar may occur. If a Member's network will support password-protection for every use of SciFinder Scholar in the library setting, the Member agrees to implement this. Each Member will, in any case, prominently display a notice near all terminals, or electronically on the terminal screen, to which the public has access and on which SciFinder Scholar is available, indicating that SciFinder Scholar is for use only by Member students and faculty, and not the general public.

E. Client Software Copies: Members may make copies of the SciFinder Scholar client software to facilitate use of the product under this Agreement only.

F. Reasonableness of Use. Authorized Users are permitted to use SciFinder Scholar only for Academic Research. For Commercial Research, CAS offers a commercial SciFinder product available under a separate license agreement.

CAS will monitor the volume of searching and answer downloading activity associated with each Authorized I.P. Address on a routine basis, for the purposes of: (1) benchmarking what "average" use is among Authorized I.P. Address(es), and (2) noting any significant variance in patterns of usage for particular Authorized IP Address(es). CAS may ask the Key Contact and the Authorized User(s) involved to discuss any usage pattern(s) CAS questions and, if necessary, to work with CAS to reach a solution if a problem is uncovered. If, however, as a result of such inquiry CAS learns that "excessive" or unusual use or any particular use is related to non-compliance with any provision of this Agreement, and depending on the scope of the non-compliance, CAS will instruct a Member with written notice to bar certain individuals from using SciFinder Scholar, may bar a Member from using SciFinder Scholar, or may elect to terminate this Agreement. If a Member is barred from SciFinder Scholar use, this may affect the terms of UNIVERSITY's use of SciFinder Scholar. CAS will also have available to it all other remedies available under applicable law and in equity.

G. Data Use: Authorized Users are permitted to use CAS data accessed through SciFinder Scholar according to the Permitted Data Use rights. Members will: (1) display the User Agreement text shown in Exhibit 3 to all users in a printable form, and require the user to scroll through the text and indicate agreement (e.g., click-wrap agreement) prior to the initial

download of the SciFinder Scholar client software from the Member network to the Authorized User's personal computer, and (2) use other reasonable efforts to communicate the Permitted Data Use rights to Authorized Users. CAS will display the User Agreement text through SciFinder Scholar features, such as Message of the Day. Under no circumstances are Authorized Users permitted to redistribute any collection of CAS data to other Members or to third parties, whether for commercial gain or otherwise, or in any other way commercially exploit the CAS data obtained through use of SciFinder Scholar.

H. Concurrent Users. UNIVERSITY will place an order for the total number of Concurrent Users required by its Members as shown in Exhibit 4. The order will include a specific number of Concurrent Users from the total order for each Member's use. Each Member must have at least one Concurrent User. Concurrent Users may not be reassigned during any term of this Agreement. Members are permitted to share Concurrent Users upon the condition that only identical SciFinder Scholar configurations can be shared.

I. Additional Member/Sites. If UNIVERSITY wishes another Member or an additional Site of an existing, participating Member to participate in this Agreement, UNIVERSITY may contact CAS for a quote and any additional terms, if applicable. The addition of Members and Sites is dependent on CAS' then-current policy in this regard.

J. UNIVERSITY Enforcement. UNIVERSITY and its Members acknowledge the ACS' copyright and ownership interests in SciFinder Scholar, that SciFinder Scholar is a principal product of CAS, and the importance to CAS of maintaining these rights in the product and in CAS data. In addition to its other obligations set forth specifically in this paragraph 2, Members promise to use reasonable efforts to monitor usage of SciFinder Scholar for compliance with the terms of this Agreement, and will notify CAS immediately of any suspected violation by any user. UNIVERSITY and its Members will use reasonable efforts to fully cooperate with CAS in investigating any suspected violation, and will take such action as reasonably requested by CAS, or which it deems in its good judgment to be necessary, to correct such violation. UNIVERSITY and each respective Member will be responsible for any failure on its part to act in compliance with this paragraph 2(J).

K. No Other Permitted Uses. Any use of SciFinder Scholar by a Member not specifically permitted under this Agreement, including but not limited to distribution by assignment, sale, sublicense, loan or other means of transfer to any other Member, to any third party, and any commercial use, whether paid or unpaid, is strictly prohibited.

UNIVERSITY's right to use SciFinder Scholar is completely stated here and has no other, or any additional, rights to use it. CAS reserves and keeps all other rights in and to SciFinder Scholar and CAS data.

L. UNIVERSITY and Members Limitation of Liability. UNIVERSITY and Members will exercise reasonable, good faith efforts:

- 1) to inform Authorized Users of the restrictions addressed in sections A-K of this paragraph 2 with respect to the use of SciFinder Scholar, including all data accessed therewith, and all optional add-on modules (the "Restrictions");
- 2) to enforce the Restrictions;
- 3) to investigate with CAS any violation or suspected violation of any of the Restrictions, whether by Authorized User(s) or not; and
- 4) to cooperate with CAS in the resolution of the matter.

UNIVERSITY and Members agree, at CAS' request, to review from time to time with CAS the efforts described above and to make such changes thereto as reasonably necessary.

Neither UNIVERSITY nor Members will be liable to CAS for the actions of an individual user who has acted without the knowledge or consent of UNIVERSITY or the Members, provided UNIVERSITY and the Members are in compliance with the requirements of sections A-L of this paragraph 2.

M. Beta Tests. From time to time, CAS may invite UNIVERSITY to evaluate prototypes or participate in trials, alpha tests and/or beta tests of new releases or new features/functionalities of SciFinder Scholar. The terms of this Agreement will apply to the use of the new release or features/functionalities. Notwithstanding paragraph 11 below, additional terms may be included in a letter accompanying the new software and UNIVERSITY's installation and use of the new software thereafter will indicate acceptance of the additional terms. UNIVERSITY will hold these prototypes, trials, alpha or beta tests in strict confidentiality.

N. Access to Other Services. SciFinder Scholar may provide UNIVERSITY with access to other optional information services such as electronic full-text journal articles/documents, CAS Document Detective Service (CAS DDS), other Web services not associated with the ACS or CAS, etc. Such access may require licenses or agreements with the information providers and include fees (in addition to the fees mentioned in paragraph 4) for such services. The negotiating and entering into of such licenses, agreements and other arrangements with a third party and the payment of any required fees is separate from and beyond the scope of this Agreement and is the

responsibility of UNIVERSITY and its Members. UNIVERSITY will use and access such services at its own risk. Currently these are optional features of SciFinder Scholar offered to Authorized Users at the sole discretion of UNIVERSITY and its Members.

3. TERM OF AGREEMENT.

This Agreement is effective when both parties have signed it. The initial term extends through the last day of the 12th month following the date of Loginid Activation under UNIVERSITY's initial order. It will automatically renew on each anniversary date thereafter for another 12 month period unless terminated as permitted herein.

Because renewal is automatic, UNIVERSITY must notify CAS in advance if UNIVERSITY does not desire to continue this Agreement following the end of each 12 month period or if UNIVERSITY's requirements for SciFinder Scholar change. UNIVERSITY will provide a **minimum 30 days'** advance notice of this. If CAS does not receive the minimum notice, CAS will automatically renew this Agreement for the then-current number of Concurrent Users at each Site for the next 12 month period.

4. SCIFINDER SCHOLAR PRICING.

A. Prices. Fees for the license to SciFinder Scholar are determined on the basis of number of Concurrent Users per Site, and are differentiated according to print CA subscriber status, selection of SSM and hours of availability. UNIVERSITY may customize the feature configuration of each Concurrent User with or without SSM, for either Full or Offpeak Access.

UNIVERSITY elects the feature configuration and number of Concurrent Users for each Member Site as specified in Exhibit 4 for its initial order.

Concurrent User(s) may be added during the current term for a prorated fee at then-current prices. Feature configurations may be upgraded during an Agreement term for a prorated fee. Other feature configuration changes may be made during an Agreement term upon mutual agreement.

B. Evaluation Period. Member is eligible to evaluate SciFinder Scholar through December 31, 1999 at no charge. On or before December 31, 1999, UNIVERSITY must notify CAS at sfadmin@cas.org, followed by fax notification to 614-447-3939, should it wish to not license SciFinder Scholar. In that event the license granted in this Agreement is revoked, and UNIVERSITY will have no rights to continue to use SciFinder Scholar and limited data use rights as specifically provided in paragraph 9.C of this Agreement. If UNIVERSITY does not notify CAS on or before December 31, 1999 of the evaluation period, then access to SciFinder Scholar will continue uninterrupted and UNIVERSITY will be invoiced in accordance with paragraph 4.D.

C. Other Services. Fees for Web services made accessible through SciFinder Scholar will generally have separate invoices. There may be instances; however, where these fees may appear on your SciFinder Scholar invoice.

D. Invoices. For UNIVERSITY's initial order, invoicing of the full annual license fee will occur during the month following the month during which Loginid Activation occurs. Invoices will be directed to the Administrative Contact. UNIVERSITY agrees to remit all invoiced amounts, according to invoice terms. Fees are not refundable under any circumstance. Should Member's print CA subscriber status change from subscriber to non-subscriber during the initial or any of the renewal terms, CAS will adjust the price accordingly and invoice UNIVERSITY for any additional fees due CAS. Member agrees to remit all additional invoiced amounts according to invoice terms.

E. Changes in Pricing. CAS may change the SciFinder Scholar license fees referred to in section A and will notify UNIVERSITY's Administrative Contact and Key Contact(s) at least 60 days in advance of the date that any new prices go into effect. Price modifications affect Concurrent Users added after the price change and renewal orders only.

5. ADMINISTRATIVE CONTACT.

UNIVERSITY designates the person noted in Exhibit 5 to be UNIVERSITY's Administrative Contact. The Administrative Contact may be reached during normal business hours at the address, telephone and telefax numbers and e-mail address set forth in Exhibit 5.

UNIVERSITY will provide CAS with updated contact information if the Administrative Contact is added or changed. The Administrative Contact is responsible for all business matters relating to this Agreement, including billing. The Administrative Contact will also forward a copy of Exhibit 3 to this Agreement to each Key Contact.

6. KEY CONTACTS.

Members designate the Authorized Users listed in Exhibit 5 to be Key Contacts. Each Member should have a local Key Contact. Members will provide CAS with necessary contact information immediately if a Key Contact is added or changed.

The Key Contact is responsible for the following tasks:

A. Client Software. The Key Contact is responsible for downloading the SciFinder Scholar client software initially and downloading the software as maintenance releases become available, from the CAS server and for appropriately customizing it for use at a given Site. Customization means keying in the loginid and password and determining software preference settings. The Key Contact is also responsible for loading the client software on the Member network such that only Authorized Users have access and may download copies.

B. Support of Authorized Users. The Key Contact will serve as the first point of contact for any Authorized User question about SciFinder Scholar. As necessary, the Key Contact may request CAS Help Desk and Customer Service support via telephone during regular service hours.

C. CAS Inquiries. The Key Contact will serve as CAS' first point of contact at a Member Site for any questions or issues that may arise related to use of SciFinder Scholar during the term of this Agreement. In the event that CAS inquires regarding use of SciFinder Scholar under the provisions of paragraph 2(F), the Key Contact will use best efforts to assist CAS in exploring and resolving any issues, which will include best efforts to identify Authorized Users associated with Authorized I.P. Addresses.

7. MAINTENANCE RELEASES.

CAS will provide Members with SciFinder Scholar maintenance releases at no additional charge. Maintenance releases include routine software fixes. Members must use reasonable efforts to ensure that all Authorized Users install the maintenance release within 90 days of their receipt of the release from CAS. Members acknowledge that, to secure continued support of SciFinder Scholar, Authorized Users must install the maintenance releases within this 90 day period.

8. GENERAL PROVISIONS.

A. Ownership. The copyright and title to all property interests in or to SciFinder Scholar and updates thereto, including source and object code, user manuals, and scientific information accessed using it are in and will remain with the ACS as owner, and this Agreement does not grant UNIVERSITY or a Member any right of ownership. The copyright of the ACS is under the Copyright Law of the US (Title 17, U.S. Code), which is party to both the Universal Copyright Convention and the Berne Copyright Convention. UNIVERSITY and Members agree to not remove or obscure copyright notices.

UNIVERSITY, UNIVERSITY's Key Contact(s) and Authorized Users are prohibited from making any modifications, adaptations, enhancements, decompilations, changes or derivative works of SciFinder Scholar. UNIVERSITY is not permitted to use SciFinder Scholar except as specifically set forth herein.

B. Confidentiality. UNIVERSITY and Members agree to keep the specific terms of this Agreement strictly confidential as if it were UNIVERSITY's or Members' own confidential information; except as required by applicable law and except as provided in Exhibit 6, License Summary, which may be posted on the California Digital Library website.

Exhibit 3

User Agreement

You certify to the following before you use SciFinder Scholar:

- 1) I am a current faculty or administrative staff member, or officially registered student of UNIVERSITY;
- 2) I will use SciFinder Scholar only for my own academic research done in the course of pursuing my degree, or in instructing my students, or, in the course of my own research funded by the government or a non-profit foundation and intended for publication in the publicly available literature;
- 3) I will NOT use SciFinder Scholar for commercial research; for example, research that is done under a funding or consultant contract where the results are delivered to a for-profit organization, or for research that involves patentability searching. If I require SciFinder for commercial purposes, I will have the search done using a commercial account by contacting the librarian responsible for chemistry searches on campus, by contacting CAS and having them perform a search for me, or by acquiring and using the commercial SciFinder product;
- 4) I will use my search results in the ordinary course of academic research and acknowledge that I may store search results in electronic form, provided that at any one time, I store no more than 5,000 records. I may share search results in a limited, reasonable way with other UNIVERSITY students or faculty working on the same project, but I will not aggregate my electronic search results with those of anyone else. I will delete stored records when I no longer need them for the relevant research project, or after the completion of my degree program, whichever occurs first. If I need to use search results beyond what is described here, I will contact my UNIVERSITY Key Contact to discuss and to obtain CAS permission. I ACKNOWLEDGE THAT I AM NOT PERMITTED TO DISTRIBUTE ANY CAS DATA OR SCIFINDER SCHOLAR, FOR COMMERCIAL GAIN OR OTHERWISE, OUTSIDE THE UNIVERSITY OR TO THIRD PARTIES.
- 5) I acknowledge that UNIVERSITY has entered into a license agreement with CAS to provide me with access to SciFinder Scholar, and that violation of the license by any user could result in a termination of the license for all users.
- 6) I will contact UNIVERSITY's Key Contact with any questions related to the use of SciFinder Scholar.